



**JACKIE LACEY**  
**LOS ANGELES COUNTY DISTRICT ATTORNEY**

HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3600

August 16, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 August 16, 2016

A handwritten signature in cursive script, reading "Lori Glasgow".

LORI GLASGOW  
EXECUTIVE OFFICER

**AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS FOR  
GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal OES) FOR  
THE VICTIM/WITNESS ASSISTANCE PROGRAM (V/W) FOR FISCAL YEAR (FY) 2016-17  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for the Victim Witness Assistance (V/W) Program in FY 2016-17. Applicants are required to submit the necessary assurances and documentation with their grant application. Therefore, we are requesting the Chair to sign the attached Certification of Assurance of Compliance Form as required by the grantor.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the Fiscal Year (FY) 2016-17 grant application process with the California Office of Emergency Services (Cal OES). The DA also requests approval to continue the long-standing sub-grantee agreement (copy attached) with the City of Los Angeles for the provision of victim services within the City. Funding for FY 2016-17 is as follows: The DA will receive \$4,491,449 in FY 2016-17 funding plus an additional \$1,215,114 in unspent FY 2015-16 one-time augmentation funds for total funding of \$5,706,563; the City of Los Angeles will receive \$1,497,149 in FY 2016-17 funding plus \$31,629 in unspent FY 2015-16 one-time augmentation funds for total funding of \$1,528,778. Overall V/W grant funding for Los Angeles County will be \$5,988,598 in FY 2016-17 funding with an additional \$1,246,743 in one-time augmentation funds remaining from the FY 2015-16 allocation, for a total of

\$7,235,340 to be expended in FY 2016-17. Of this FY 2016-17 grant award, \$5,395,004 is sourced from federal Victim of Crime Act (VOCA) funding. There is no required match for this grant.

2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance Form required to complete the grant application.

3. Delegate authority to the DA or her designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve any subsequent amendments, modifications, and/or extensions to the Cal OES grant documents that do not increase the Net County Cost of the program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to continue the commitment of the DA's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma and the devastating effects of crime on the victims themselves, and their families.

On May 4, 2016, Cal OES released a Request for Application (RFA) for V/W in FY 2016-17. The DA's BVS is the major service provider for crime victims and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$5,988,598 in FY 2016-17 funding with an additional \$1,246,743 in one-time augmentation funds remaining from the FY 2015-16 allocation, for a total of \$7,235,340 to Los Angeles County be expended in FY 2016-17. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, and the special conditions under the Victims of Crime Act (VOCA).

Board authorization to complete the grant application process and to accept FY 2016-17 grant funds is requested in order to comply with County and Cal OES requirements.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Operational Effectiveness: maximize the effectiveness of the process, structure, operations to support timely delivery of customer-oriented and efficient public services and Goal No. 3, Integrated Services Delivery: maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The DA's application requests grant funding in the amount of \$5,988,598 in FY 2016-17 funding with an additional \$1,246,743 in one-time augmentations funds remaining from the FY 2015-16 allocation, for a total of \$7,235,340 for the period of July 1, 2016 to June 30, 2017. The DA will receive \$4,491,449 in FY 2016-17 funding plus an additional \$1,215,114 in unspent FY 2015-16 one-time augmentation funds for total funding of \$5,706,563. The City of Los Angeles will receive \$1,497,149

in FY 2016-17 funding (25% of the total FY 2016-17 grant award) plus \$31,629 in unspent FY 2015-16 one-time augmentation funds for total funding of \$1,528,778. The estimated project cost for V/W in FY 2016-17 is \$7,235,340. There is no Net County Cost. Funding is included in the DA's Budget for FY 2016-17.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a contract subgrantee, are contingent on the availability of State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District Attorney's Office has administered the V/W grant as the major provider of victim services through a decentralized, prosecution-based program, pursuant to Penal Code section 13835.2, for nearly forty years. BVS is responsible for the V/W grant and also implements several other programs that provide mandatory and optional victim services throughout Los Angeles County.

V/W is structured to meet the needs of victims and witnesses as they enter the criminal justice system and to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, 47 Victim Services Representatives (VSRs) provide direct services to victims of all types of crimes. They also assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection, and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services, including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, BVS provides victim services at 36 victim service centers; the City Attorney's Victim Assistance Program operates 16 victim service centers staffed by 21 Victim Service Coordinators.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Mr. Anh Vo of the District Attorney's Office, Grants and Contracts Section at 211 W. Temple Street, Suite 200 Los Angeles, California 90012-3205

The Honorable Board of Supervisors

8/16/2016

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Any questions may be directed to Mr. Vo at (213) 257-2805, or at [avo@da.lacounty.gov](mailto:avo@da.lacounty.gov).

Respectfully submitted,

A handwritten signature in cursive script, reading "Jackie Lacey". The signature is written in dark ink on a white background.

JACKIE LACEY

District Attorney

av

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel

## **CERTIFICATION OF ASSURANCE OF COMPLIANCE**

### **Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

I, JACKIE LACEY hereby certify that  
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: COUNTY OF LOS ANGELES

IMPLEMENTING AGENCY: DISTRICT ATTORNEY'S OFFICE

PROJECT TITLE: VICTIM/WITNESS ASSISTANCE (V/W) PROGRAM

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

- ☒ The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- ☐ The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)**

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: DENISE WILLIAMS

Title: SENIOR DEPARTMENT EMPLOYEE RELATIONS REPRESENTATIVE

Address: 211 W TEMPLE ST, STE 900, LOS ANGELES, CA 90012-3205

Phone: (213) 257-3025

Email: DEWILLIAMS@DA.LACOUNTY.GOVJ

### **III. Drug-Free Workplace Act of 1990 – (*Subrecipient Handbook, Section 2152*)**

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

### **IV. California Environmental Quality Act (CEQA) – (*Subrecipient Handbook, Section 2153*)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

### **V. Lobbying – (*Subrecipient Handbook Section 2154*)**

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

### **VI. Debarment and Suspension – (*Subrecipient Handbook Section 2155*)** (*This applies to federally funded grants only.*)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

### **VII. Proof of Authority from City Council/Governing Board**

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

## **VIII. Civil Rights Compliance**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

## **IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds**

- **Computer Network Requirement:** The recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- **Prohibit use of funds for ACORN and its subsidiaries:** Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- **Text Messaging Policy:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- **Nondiscrimination in programs involving students:** The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
- **Registration with the System for Award Management and Universal Identifier Requirements:** The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural



person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

- **VA OCFO Access:** The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:** The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; email: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); hotline: (contact information in English and Spanish): 800-869-4499; or hotline fax: 202-616-9881. Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

**CERTIFICATION**

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: \_\_\_\_\_

*Jackie Lacey*

Authorized Official's Typed Name: JACKIE LACEY

Authorized Official's Title: DISTRICT ATTORNEY

Date Executed: \_\_\_\_\_

*5/23/14*

Federal Employer ID #: 95-6000927

Federal DUNS # 781310990

Current Central Contractor Registration Expiration Date: JUNE 17, 2016

Executed in the City/County of: LOS ANGELES

**AUTHORIZED BY:** *(not applicable to State agencies)*

- ☐ City Financial Officer  
☐ City Manager  
☒ Governing Board Chair

- ☐ County Financial Officer  
☐ County Manager

Signature: \_\_\_\_\_

*Hilda L. Solis*

Typed Name: HILDA L. SOLIS

Title: CHAIR, LOS ANGELES COUNTY BOARD OF SUPERVISORS



APPROVED AS TO FORM:

**COUNTY OF LOS ANGELES**  
**STATE OF CALIFORNIA**  
**AGREEMENT FOR THE VICTIM-WITNESS**  
**ASSISTANCE PROGRAM**

**THIS AGREEMENT**, is made and entered into this 1st day of July, 2016, in the City of Los Angeles, California, by and between the **COUNTY** of Los Angeles, a county and political subdivision of the State of California (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

**WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et seq., has designated its Office of the District Attorney through its Victim-Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and

**WHEREAS**, the State of California Governor's Office of Emergency Services (hereinafter referred to as Cal OES) has awarded the **COUNTY** funds in the amount of \$5,988,598, plus \$1,246,743 in unspent FY 2015-16 one-time augmentation funds, for a total of \$7,235,340, to provide victim-witness services. Of this amount, \$4,491,449 in FY 2016-17 grant funds plus \$1,215,114 in unspent FY 2015-16 one-time augmentation funds, for a total of \$5,706,563, will be utilized by the **COUNTY**. The City shall receive \$1,497,149 in FY 2016-17 grant funds plus \$31,629 in unspent FY 2015-16 one-time augmentation funds, for a total of \$1,528,778, to be allocated to the City Attorney, as a contract sub-grantee, for Fiscal Year 2016-17 beginning July 1, 2016 and ending June 30, 2017; and;

1           **WHEREAS**, Cal OES has established Program guidelines which provide  
2 that there will be only one Program provider in each county; and

3           **WHEREAS**, the **CITY** desires to participate in such a program for the  
4 prosecution of misdemeanor cases within its jurisdictional boundaries and to provide  
5 program services at the Central Office of the City Attorney, Van Nuys City Hall, and at  
6 the following Los Angeles Police Stations: Harbor, Hollenbeck, Newton, Northeast,  
7 North Hollywood, Olympic, Wilshire, and 77<sup>th</sup> Street Divisions, and

8           **WHEREAS**, the **CITY** has the capability of providing such services and  
9 the **COUNTY** desires for the **CITY** to provide such services;

10           **NOW, THEREFORE**, in consideration of the mutual covenants as herein  
11 set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as  
12 follows:

13   **1.   SCOPE OF SERVICES:**

14           The **CITY** shall provide services that are primary to the maintenance of a  
15 comprehensive center responsive to the basic needs of victims and witnesses. As  
16 required by Penal Code Section 13835.4, the **CITY** shall carry out all of the following  
17 activities in delivering services:

- 18           • Services to victims and witnesses of all types of crimes;
- 19           • Translation for non-English speaking victims and witnesses;
- 20           • Follow-up contact with clients;
- 21           • Field visits whenever necessary to provide services;
- 22           • Volunteer participation to encourage community involvement;
- 23           • Special services specific to the needs of the hearing impaired;
- 24           • Special services specific to the needs of the disabled; and
- 25           • Services appropriate to the special needs of elderly victim.

26           The **CITY** shall provide the following two categories of victim/witness

1 services: mandatory and optional services:

2 A. **Mandatory Services:**

- 3 • crisis intervention
- 4 • emergency assistance
- 5 • resource and referral assistance
- 6 • direct counseling
- 7 • assistance with victim of crime claims
- 8 • property return
- 9 • orientation to the criminal justice system
- 10 • court escort/court support
- 11 • presentations and training for criminal justice agencies and
- 12 victim service organizations
- 13 • public presentations and publicity
- 14 • case disposition/case status
- 15 • notification of friends and relatives
- 16 • employer notification
- 17 • restitution assistance

18 B. **Optional Services** (These services are included to allow centers the  
19 latitude to develop services responsive to local needs):

- 20 • employer intervention
- 21 • creditor intervention
- 22 • child care assistance
- 23 • witness protection
- 24 • temporary restraining order assistance
- 25 • transportation assistance
- 26 • court waiting area

- funeral arrangements
- crime prevention information

**2. TIME AND PERFORMANCE:**

Said services of the **CITY** are to, and the **CITY** certifies did, commence on July 1, 2016 and shall terminate on June 30, 2017. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from Cal OES.

**3. COMPENSATION:**

In consideration of the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed \$1,497,149 plus \$31,629 in unspent FY 2015-16 one-time augmentation funds for a total of \$1,528,778 for Fiscal Year (FY) 2016-17.

Payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from Cal OES. Any such payments shall be contingent upon the availability of Cal OES funds and shall not be charged upon any other **COUNTY** funds.

**4. ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or her designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The City Attorney of Los Angeles, or his designated representative, is designated as the **CITY's** Project Director, who shall have full authority to act for the **CITY** in the administration of this Agreement consistent with the provisions contained herein.

1 C. The **COUNTY's** Victim-Witness Assistance Program and the **CITY's**  
2 Victim Assistance Program will closely coordinate services and will adhere to all  
3 provisions of the Agreement set forth in the grant proposal. Should either of the  
4 **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree  
5 to meet and confer to determine the best possible resolution in the interests of the client  
6 population the programs serve.

7 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

8 All **PARTIES** agree to be bound by all applicable Federal, State and local  
9 laws, ordinances, regulations, and directives as they pertain to the performance of this  
10 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the 2014 Cal  
11 OES Recipient Handbook, which can be found at [http://www.caloes.ca.gov/PublicSafetyand](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx)  
12 [Victim Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx) and which is incorporated herein to this  
13 Agreement.

14 **6. DISCRIMINATION:**

15 No person shall, on the grounds of race, sex, creed, color, or natural  
16 origin, be excluded from participation in, or be refused the benefits of, any activities,  
17 programs or employment supported by this Agreement.

18 **7. ACCOUNTING:**

19 The **CITY** must establish and maintain on a current basis an adequate  
20 accounting system in accordance with the U.S. General Accounting Office Standards for  
21 audit of governmental organizations, programs, activities and functions issued by the  
22 U.S. General Accounting Office.

23 **8. CHANGES IN AGREEMENT AMOUNT:**

24 The **COUNTY** reserves the right to reduce the Agreement amount when  
25 the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result  
26 in unspent funds at the end of the program year. Changes in this Agreement amount

will be made after consultation with the **CITY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY** Project Directors.

**9. AUDIT PROVISIONS:**

The **CITY** shall comply with the Cal OES Recipient Handbook, Section 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%) of the total grant award for the financial audit cost. The **CITY** shall make available to the **COUNTY**, the Controller of the State of California, Cal OES and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

**11. PROGRAM EVALUATION AND INSPECTION:**

The **CITY** shall permit the **COUNTY**, and authorized representatives of Cal OES, to inspect and review its facilities and program operations intermittently upon request by the **COUNTY** and Cal OES. Said representatives may monitor the operations of this Agreement to ensure compliance with all applicable laws and regulations. In the event that any such inspection reveals violation of any provision of this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of such termination.

**12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

The **CITY** agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies, the **CITY** shall be responsible for complying with such exceptions and paying the



1 **COUNTY** the full amount of the liability incurred by the **COUNTY** to Cal OES from such  
2 audit exceptions.

3 ///

4 ///

5 ///

6  
7 **13. TERMINATION AND TERMINATION COSTS:**

8           This Agreement may be terminated at any time by either party upon giving  
9 thirty (30) days written notice to the other party. The **COUNTY** may immediately  
10 terminate this Agreement upon the termination, suspension, discontinuation, or  
11 substantial reduction in Cal OES funding for the Agreement activity. In such event, the  
12 **CITY** shall be compensated for all services rendered and all associated costs incurred  
13 in accordance with the terms of this Agreement that have not been previously  
14 reimbursed, to the date of said termination to the extent Cal OES funds are available.  
15 All remaining funds not compensated to the **CITY** by termination of this Agreement will  
16 revert back to the **COUNTY**. Payment shall be made only upon filing with the **COUNTY**,  
17 by the **CITY**, of vouchers evidencing the time expended and said cost incurred. Said  
18 vouchers must be filed with the **COUNTY** within thirty (30) days of the date of said  
19 termination.

20 **14. INDEPENDENT STATUS:**

21           Both parties hereto in the performance of this Agreement will be acting in  
22 an independent capacity and not as agents, employees, partners, joint venturers, or  
23 associates of one another. The employees or agent of one party shall not be deemed  
24 or construed to be the agent or employees of the other party for any purpose  
25 whatsoever.

26 **15. ASSIGNMENT:**

1 No performance of this Agreement or any section thereof may be  
2 assigned or subcontracted by the **CITY** without the express written consent of the  
3 **COUNTY** and any attempt by the **CITY** to assign or subcontract any performance of the  
4 terms of this Agreement shall be null and void and shall constitute a material breach of  
5 this Agreement.

6 ///

7 **16. HOLD HARMLESS:**

8 A. Neither the **COUNTY** nor any officer or employee thereof shall be  
9 responsible for any damages or liability occurring by reason of anything done or omitted  
10 to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to  
11 the **CITY** under this Agreement. It is understood and agreed that, pursuant to  
12 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,  
13 its officers and employees, harmless from any liability occurring by reason of anything  
14 done or omitted to be done by the **CITY** or any officer or employee thereof under or in  
15 connection with any authority or jurisdiction delegated to the **CITY** under this  
16 Agreement.

17 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible  
18 for any damage or liability occurring by reason of anything done or omitted to be done  
19 by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to  
20 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its  
21 officers and employees, harmless from any liability imposed by reason of anything done  
22 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in  
23 connection with any authority or jurisdiction delegated to the **COUNTY** under this  
24 Agreement.

25 **17. MONITORING:**

1           The **COUNTY** shall have the authority to cause regular monitoring of this  
2 Agreement to verify that the **CITY** is operating in accordance with the grant award and  
3 the services to be performed thereto.

4 **18. NOTICES:**

5           Notices and other correspondence shall be sent to the **COUNTY** as  
6 follows:

7 ///

8                   **JACKIE LACEY**  
9                   District Attorney  
10                  County of Los Angeles  
11                  211 West Temple Street, Suite 1200  
12                  Los Angeles, CA 90012

13           Notices and other correspondence shall be sent to the **CITY** as follows:

14                   **MICHAEL N. FEUER**  
15                   City Attorney  
16                   City of Los Angeles  
17                   800 City Hall East  
18                   200 North Main Street, 8<sup>th</sup> Floor  
19                   Los Angeles, CA 90012

20 **19. WAIVER:**

21           No waiver by the **COUNTY** of any breach of any provision of this  
22 Agreement shall constitute a waiver of any other breach or of such provision. Failure of  
23 the **COUNTY** to enforce at any time, or from time to time, any provision of this  
24 Agreement shall not be construed as a waiver thereof. The rights and remedies set  
25 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights  
26 and remedies provided by law or under this Agreement.

27 **20. ALTERATION OF TERMS:**

28           This writing fully expresses all understandings between the **PARTIES**  
29 concerning the matters covered herein and shall constitute the total Agreement. No  
30 addition to, or alteration of, the terms of this Agreement, whether by written or verbal

1 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and  
2 effective unless made in the form of a written amendment to this Agreement formally  
3 approved and executed by both **PARTIES**.

4 **21. GOVERNING LAW, JURISDICTION AND VENUE:**

5 This Agreement shall be governed by, and construed in accordance with,  
6 the laws of the State of California. The **PARTIES** agree and consent to the exclusive  
7 jurisdiction of the courts of the State of California for all purposes regarding this  
8 Agreement and further agree and consent that venue of any action brought hereunder  
9 shall be exclusively in the County of Los Angeles.

10 **IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** of Los Angeles  
11 enter into this Agreement for the Victim-Witness Assistance Program, to be signed by  
12 its duly authorized officers, as of the date set forth below.

13 County of Los Angeles

14 By \_\_\_\_\_  
15 Jackie Lacey, District Attorney

16 Date: \_\_\_\_\_  
17

18  
19 APPROVED AS TO FORM BY  
20 COUNTY COUNSEL:

21 MARY C. WICKHAM

22 City of Los Angeles

23 By \_\_\_\_\_  
24 Joseph Langton  
25 Principal Deputy County Counsel

26 By \_\_\_\_\_  
Michael N. Feuer, City Attorney

Date: \_\_\_\_\_

**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants \$100,000 or More**

<b>Department</b>	DISTRICT ATTORNEY'S OFFICE
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<b>Grant Project Title and Description</b>	VICTIM/WITNESS ASSISTANCE PROGRAM (VWAP)
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The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its contract subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 20,000 victims, annually.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
STATE OF CALIFORNIA OFFICE OF EMERGENCY SERVICES (CalOES)	PENAL CODE SECTION 13835 et seq.	N/A

<b>Total Amount of Grant Funding</b>	\$7,235,341	<b>County Match</b>	\$0
<b>Grant Period</b>	Begin Date: July 1, 2016	End Date:	June 30, 2017
<b>Number of Personnel Hired Under This Grant</b>	Full Time: 54	Part Time:	0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>
_____				
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

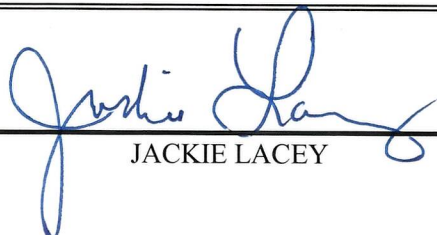
Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

**Department Head Signature**

  
 JACKIE LACEY

**Date**

7/25/16